

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Richmond Division

BETTY LU STIEHM,

Plaintiff,

v.

Civil No.

EXPERIAN INFORMATION SOLUTIONS,
INC.; TRANS UNION, LLC; and CAPITAL
ONE BANK USA N.A.,

3:11-cv-00488-JAG

Defendants.

**DEFENDANT TRANS UNION LLC'S
ANSWER AND DEFENSES TO PLAINTIFF'S COMPLAINT**

Trans Union LLC ("Trans Union"), one of the Defendants herein, files its Answer and Defenses to Betty Lu Stiehm's ("Plaintiff") Complaint ("Complaint"). The paragraph numbers below correspond to the paragraph numbers contained in the Plaintiff's Complaint to the extent possible.

PRELIMINARY STATEMENT

Trans Union admits that Plaintiff has asserted claims against Defendants alleging actual, statutory and punitive damages, attorney's fees and costs and declaratory and injunctive relief pursuant to the Fair Credit Reporting Act 15 U.S.C. §§ 1681-1681x. Trans Union denies that it violated any of the laws relied on by Plaintiff and denies the remainder of the allegations contained in the unnumbered paragraph under the Preliminary Statement section of the Complaint. Trans Union denies that Plaintiff is entitled to injunctive relief.

JURISDICTION, VENUE and JURY DEMAND

1. Trans Union admits that jurisdiction is appropriate in this Court.
2. Trans Union admits that the venue is appropriate in this Court.
3. Trans Union admits that this court has personal jurisdiction over Trans Union.
4. Trans Union admits that Plaintiff requests a trial by jury.

PARTIES

5. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 5, and therefore, denies the same.

6. Trans Union admits Plaintiff is a “consumer” as defined by 15 U.S.C. § 1681a (c).

7. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 7, and therefore, denies the same.

8. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 8, and therefore, denies the same.

9. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 9, including subparts a. and b, and therefore, denies the same.

10. Trans Union admits that it is a limited liability company organized under the laws of the State of Delaware with its principal place of business located in Chicago, Illinois. Trans Union admits that it is authorized to do business within the Commonwealth of Virginia.

11. Trans Union admits that it is a "consumer reporting agency" as defined by the Fair Credit Reporting Act, 15 U.S.C. § 1681a(p).

12. Trans Union admits that it assembles or evaluates consumer credit information for the purpose of furnishing consumer reports to third parties.

13. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 13, and therefore, denies the same.

14. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 14, and therefore, denies the same.

FACTS

15. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 15, and therefore, denies the same.

16. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 16, and therefore, denies the same.

17. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 17, and therefore, denies the same.

18. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 18, and therefore, denies the same.

19. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 19, and therefore, denies the same.

20. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 20, and therefore, denies the same.

21. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 21, and therefore, denies the same.

22. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 22, and therefore, denies the same.

23. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 23, and therefore, denies the same.

24. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 24, and therefore, denies the same.

25. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 25, and therefore, denies the same.

26. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 26, and therefore, denies the same.

27. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 27, and therefore, denies the same.

28. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 28, and therefore, denies the same.

29. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 29, and therefore, denies the same.

30. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 30, and therefore, denies the same.

31. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 31, and therefore, denies the same.

32. Trans Union admits that on or about January 7, 2011, Plaintiff contacted Trans Union and received a copy of her Trans Union credit report. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 32, and therefore, denies the same.

33. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 33, and therefore, denies the same.

34. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 34, and therefore, denies the same.

35. Trans Union admits that on or about January 26, 2011 it received correspondence from Plaintiff disputing Capital One account #...7573.

36. Trans Union admits that on or about February 2, 2011, its reinvestigation into Plaintiff's dispute was complete and Trans Union forwarded the results to Plaintiff for her

review. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 36, and therefore, denies the same.

37. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 37, and therefore, denies the same.

38. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 38, and therefore, denies the same.

39. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 39, and therefore, denies the same.

40. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 40, and therefore, denies the same.

41. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 41, and therefore, denies the same.

42. Trans Union denies the allegations contained in paragraph 42 of the Complaint.

43. Trans Union denies the allegations contained in paragraph 43 of the Complaint.

44. Trans Union denies the allegations contained in paragraph 44 of the Complaint.

45. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 45, and therefore, denies the same.

46. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 46, and therefore, denies the same.

47. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 47, and therefore, denies the same.

48. Trans Union denies that Plaintiff suffered damage as a result of Trans Union's credit reporting practices. Trans Union also denies the relief sought by Plaintiff in paragraph 48 of the Complaint.

COUNT ONE:
CLAIM FOR RELIEF
(Defendants Experian TransUnion ONLY)
15 U.S.C. § 1681i(a)(1)

49. Trans Union restates and incorporates its responses to paragraphs 1 – 48.

50. As they relate to Trans Union, Trans Union denies the allegations contained in paragraph 50 of the Complaint. With respect to the other Defendant, Trans Union is without knowledge or information sufficient to admit or deny the allegations contained in paragraph 50, and therefore, denies same.

51. As they relate to Trans Union, Trans Union denies the allegations contained in paragraph 51 of the Complaint. With respect to the other Defendant, Trans Union is without knowledge or information sufficient to admit or deny the allegations contained in paragraph 51, and therefore, denies same.

52. As they relate to Trans Union, Trans Union denies the allegations contained in paragraph 52 of the Complaint. With respect to the other Defendant, Trans Union is without knowledge or information sufficient to admit or deny the allegations contained in paragraph 52, and therefore, denies same.

53. As they relate to Trans Union, Trans Union denies the allegations contained in paragraph 53 of the Complaint. With respect to the other Defendant, Trans Union is without knowledge or information sufficient to admit or deny the allegations contained in paragraph 53, and therefore, denies same.

54. As they relate to Trans Union, Trans Union denies the allegations contained in paragraph 54 of the Complaint. With respect to the other Defendant, Trans Union is without knowledge or information sufficient to admit or deny the allegations contained in paragraph 54, and therefore, denies same.

**COUNT TWO:
CLAIM FOR RELIEF
(Defendants Experian and TransUnion ONLY)
15 U.S.C. § 1681i(a)(4)**

55. Trans Union restates and incorporates its responses to paragraphs 1 – 54.

56. As they relate to Trans Union, Trans Union denies the allegations contained in paragraph 56 of the Complaint. With respect to the other Defendant, Trans Union is without knowledge or information sufficient to admit or deny the allegations contained in paragraph 56, and therefore, denies same.

57. As they relate to Trans Union, Trans Union denies the allegations contained in paragraph 57 of the Complaint. With respect to the other Defendant, Trans Union is without knowledge or information sufficient to admit or deny the allegations contained in paragraph 57, and therefore, denies same.

58. As they relate to Trans Union, Trans Union denies the allegations contained in paragraph 58 of the Complaint. With respect to the other Defendant, Trans Union is without knowledge or information sufficient to admit or deny the allegations contained in paragraph 58, and therefore, denies same.

59. As they relate to Trans Union, Trans Union denies the allegations contained in paragraph 59 of the Complaint. With respect to the other Defendant, Trans Union is without knowledge or information sufficient to admit or deny the allegations contained in paragraph 59, and therefore, denies same.

60. As they relate to Trans Union, Trans Union denies the allegations contained in paragraph 60 of the Complaint. With respect to the other Defendant, Trans Union is without knowledge or information sufficient to admit or deny the allegations contained in paragraph 60, and therefore, denies same.

**COUNT THREE:
CLAIM FOR RELIEF
(Defendants Experian and TransUnion ONLY)
15 U.S.C. § 1681i(a)(5)**

61. Trans Union restates and incorporates its responses to paragraphs 1 – 60.

62. As they relate to Trans Union, Trans Union denies the allegations contained in paragraph 62 of the Complaint. With respect to the other Defendant, Trans Union is without knowledge or information sufficient to admit or deny the allegations contained in paragraph 62, and therefore, denies same.

63. As they relate to Trans Union, Trans Union denies the allegations contained in paragraph 63 of the Complaint. With respect to the other Defendant, Trans Union is without knowledge or information sufficient to admit or deny the allegations contained in paragraph 63, and therefore, denies same.

64. As they relate to Trans Union, Trans Union denies the allegations contained in paragraph 64 of the Complaint. With respect to the other Defendant, Trans Union is without knowledge or information sufficient to admit or deny the allegations contained in paragraph 64, and therefore, denies same.

65. As they relate to Trans Union, Trans Union denies the allegations contained in paragraph 65 of the Complaint. With respect to the other Defendant, Trans Union is without knowledge or information sufficient to admit or deny the allegations contained in paragraph 65, and therefore, denies same.

66. As they relate to Trans Union, Trans Union denies the allegations contained in paragraph 66 of the Complaint. With respect to the other Defendant, Trans Union is without knowledge or information sufficient to admit or deny the allegations contained in paragraph 66, and therefore, denies same.

**COUNT FOUR:
CLAIM FOR RELIEF
(Defendant Capital One ONLY)
15 U.S.C. § 1681s-2(b)(1)(A)**

67. Trans Union restates and incorporates its responses to paragraphs 1 –66.

68. Trans Union is without knowledge or information sufficient to admit or deny the allegations contained in paragraph 68, and therefore, denies same.

69. Trans Union is without knowledge or information sufficient to admit or deny the allegations contained in paragraph 69, and therefore, denies same.

70. Trans Union is without knowledge or information sufficient to admit or deny the allegations contained in paragraph 70, and therefore, denies same.

71. Trans Union is without knowledge or information sufficient to admit or deny the allegations contained in paragraph 71, and therefore, denies same.

72. Trans Union is without knowledge or information sufficient to admit or deny the allegations contained in paragraph 72, and therefore, denies same.

**COUNT FIVE:
CLAIM FOR RELIEF
(Defendant Capital One ONLY)
15 U.S.C. § 1681s-2(b)(1)(B)**

73. Trans Union restates and incorporates its responses to paragraphs 1 –72.

74. Trans Union is without knowledge or information sufficient to admit or deny the allegations contained in paragraph 74, and therefore, denies same.

75. Trans Union is without knowledge or information sufficient to admit or deny the allegations contained in paragraph 75, and therefore, denies same.

76. Trans Union is without knowledge or information sufficient to admit or deny the allegations contained in paragraph 76, and therefore, denies same.

77. Trans Union is without knowledge or information sufficient to admit or deny the allegations contained in paragraph 77, and therefore, denies same.

78. Trans Union is without knowledge or information sufficient to admit or deny the allegations contained in paragraph 78, and therefore, denies same.

**COUNT SIX:
CLAIM FOR RELIEF
(Defendant Capital One ONLY)
15 U.S.C. § 1681s-2(b)(1)(E)**

79. Trans Union restates and incorporates its responses to paragraphs 1 –78.

80. Trans Union is without knowledge or information sufficient to admit or deny the allegations contained in paragraph 80, and therefore, denies same.

81. Trans Union is without knowledge or information sufficient to admit or deny the allegations contained in paragraph 81, and therefore, denies same.

82. Trans Union is without knowledge or information sufficient to admit or deny the allegations contained in paragraph 82, and therefore, denies same.

83. Trans Union is without knowledge or information sufficient to admit or deny the allegations contained in paragraph 83, and therefore, denies same.

84. Trans Union is without knowledge or information sufficient to admit or deny the allegations contained in paragraph 84, and therefore, denies same.

Trans Union denies the relief sought by Plaintiff in the Prayer paragraph of the complaint.

DEFENSES

85. At all relevant times, Trans Union maintained and followed reasonable procedures to avoid violations of the Fair Credit Reporting Act and assure maximum possible accuracy of the information concerning Plaintiff in preparing consumer reports related to Plaintiff.

86. Trans Union alleges that any alleged damages to Plaintiff, which Trans Union continues to deny, are the result of the acts or omissions of Plaintiff or others, over whom Trans Union has no control and for whom Trans Union has no responsibility.

87. Trans Union, in compliance with the Fair Credit Reporting Act, reasonably and completely reinvestigated and verified, updated, or removed all information disputed by Plaintiff.

88. Trans Union at all times acted in compliance with the Fair Credit Reporting Act.

89. Trans Union has not published any false, inaccurate or defamatory information to a third-party regarding Plaintiff and has not acted with negligence, malice, actual malice, or willful intent to injure.

90. Plaintiff's claims for exemplary or punitive damages and the FCRA damage model violate the Due Process and Double Jeopardy Clauses of the Fifth Amendment, the Excessive Fines Clause of the Eighth Amendment, and the laws of the Commonwealth of Virginia.

91. Any alleged damages to Plaintiff, which Trans Union continues to deny, were caused in whole or in part by an intervening or superceding cause.

92. Plaintiff's claim for declaratory relief is not authorized, provided for, or allowed under the Fair Credit Reporting Act, 15 USC §1681 et. seq., ("FCRA").

WHEREFORE, PREMISES CONSIDERED, Defendant Trans Union LLC, respectfully requests that this Honorable Court deny the relief requested in Plaintiff's Complaint, dismiss the action in its entirety, grant Trans Union its costs of suit and expenses incurred herein, including reasonable attorneys' fees, and for such other and further relief as the court deems just.

Respectfully submitted,

/s/

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DATED: August 26, 2011.

CERTIFICATE OF SERVICE

I hereby certify that on the 26th day of August, 2011, I will electronically file the foregoing with the Clerk of the Court using the CM/ECF system, which will then send a notification of such filing (NEF) to counsel of record registered to use the CM/ECF system in this action, as follows:

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Counsel for Plaintiff

I further certify that I will cause a copy of the foregoing Motion and corresponding NEF by electronic mail on the following non-filing user: None.

/s/

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